

SYNDICATION TERMS AND CONDITIONS

1. Term

1.1 This Agreement shall commence on the Commencement Date specified in the Order Form and shall continue for the Term unless terminated in accordance with clause 13.

2. Delivery of Content

2.1 Except in the case of Pull Delivery (which is subject to clause 3), TMG shall deliver the Content to the Licensee via the Delivery Method in the File Format at the Delivery Time and in accordance with the Delivery Frequency as stated in the Order Form. Unless otherwise agreed, TMG will bear the cost of delivery of the Content to the Licensee via the Delivery Method.

2.2 TMG reserves the right to withhold any item of Content from the delivery at its sole discretion.

3. Pull Delivery of Content

3.1 Where Pull Delivery is selected on the Order Form:

- (1) the Licensee may (at its own cost):
 - (a) access Content from either www.telegraph.co.uk or The Telegraph Content API; and
 - (b) select Content in accordance with the Delivery Frequency.

3.2 In its absolute discretion, TMG may require that the Licensee only access the Approved Content through the use of a Passcode or Unique Access Key. Passcodes/Unique Access Keys shall be treated as confidential information. If the Licensee becomes aware of any unauthorised use or access to the Passcodes/Unique Access Keys the Licensee must inform TMG promptly. If TMG issues the Licensee with one or more Passcodes/Unique Access Keys the Licensee shall ensure that Passcodes/Unique Access Keys are not disclosed to any person other than Authorised Users, namely Passcode/Unique Access Key holders:

- (1) whose identities have been notified by the Licensee to TMG; and
- (2) who are subject to a binding contractual obligation to the Licensee not to share such Passwords/Unique Access Key with anyone who is not an Authorised User.

4. Approved Writers List

4.1 TMG will send the Approved Writers List monthly via email to the Licensee's nominated contacts. The Licensee may change its nominated contacts at any time. Licensee shall give notice to TMG of any changes by email to syndication@telegraph.co.uk.

SYNDICATION TERMS AND CONDITIONS

- 4.2 The rights and licences granted to the Licensee under this Agreement is only in relation to Content attributed to individuals on the Approved Writers List.
- 4.3 The Licensee must not use, display, publish and store, Content that is not attributed to individuals on the Approved Writers List. However the restriction in this clause 4.3 shall not apply to Content which has been published by the Licensor, which, at the time of publication, was attributed to an individual who was on the Approved Writers List.

5. Authorised Users

- 5.1 The Licensee may allow Authorised Users to access and use the Content as permitted to the Licensee under this Agreement, on the conditions that the Licensee:
 - (1) ensures that each Authorised User is aware of all the terms of this Agreement, in particular the licence restrictions, to the extent that they are relevant;
 - (2) ensures that each Authorised User observes the Licensee's obligations and restrictions set out in this Agreement;
 - (3) ensures that the Authorised Users observe and comply with the Licensee's obligations and the licence restrictions under this Agreement; and
 - (4) shall not be relieved of any of its liabilities or obligations under this Agreement and remains fully liable to TMG for the acts, defaults and neglects of any Authorised User as if they were the acts, defaults or neglects of the Licensee.

6. Licence

- 6.1 Notwithstanding any other provision in this Agreement (save as permitted under clause 4.3), the licence and all other rights granted under this Agreement do not extend to any Content that is not attributed to the individuals on the Approved Writers List.
- 6.2 Subject to clauses 4, 6.1 and 7, TMG hereby grants to the Licensee for the Term a non-exclusive (unless otherwise specified in the Content Licence Order form), non assignable, non-transferable right to:
 - (1) use, display, publish and store the Content by individuals on the Approved Writers List; and
 - (2) where selected in the Order Form, create Derivative Work from the Content, subject to the condition set out in clause 7.1(5); and
 - (3) use, publish, display and store such Derivative Works,

SYNDICATION TERMS AND CONDITIONS

solely to the extent necessary for publication and display of the Content or Derivative Works for editorial purposes only in the Publications in the Media and for distribution only within in the Territory.

7. License Conditions

7.1 The licence granted in clause 6 is subject to the conditions set out in this clause 7. The Licensee must:

- (1) publish the following credit whenever the Content is published (TMG reserves the right to change the form of the credit from time to time): © Telegraph Media Group Limited [year of publication];
- (2) strictly observe any embargo or exclusivity requirements notified to the Licensee by the Lessor on delivery of the Content, and in any event not publish the Content on Digital Platforms earlier than 2 hours after the original publication by TMG on telegraph.co.uk;
- (3) not actively promote any individual items of Content including on Licensee's social media or via any other promotional channels.
- (4) obtain and maintain at all times and at its own cost all required third party licences and consents where required for publication in the Territory where outside of the United Kingdom, including any necessary clearances relating to any Content which is protected by intellectual property or privacy rights. Content requiring such clearance includes (without limitation) music, performances, names, images/people (including models), databases, designs or works of art or architecture (including public monuments);
- (5) where permitted to create Derivative Works only create them in such a way that does not alter the original overall meaning of the Content, nor render it inaccurate or defamatory nor subject it to derogatory treatment;
- (6) except where creating Derivative Works (if selected in the Order Form), only edit or resize Content for the purposes of formatting for incorporation of the Content into the Publication (whether in print or digital), provided that the style and meaning of the original TMG publication of the Content shall not be altered in any way. No changes shall be permitted which subject the Content to derogatory treatment or render the Content inaccurate or defamatory. If the Content is translated each publication of the translated Content should state this;
- (7) not use the Content in a way that is defamatory, or is derogatory to TMG, the creator(s) or the subject of the Content (to be determined at TMG's sole discretion). If the Licensee breaches this clause, the Licensee shall publish such apology and/or retraction and/or follow the expunge procedure set out in clause 7.1(14) as required by TMG. This shall be without prejudice to any other right or remedies available to TMG;

SYNDICATION TERMS AND CONDITIONS

- (8) unless otherwise agreed, not display any Advertisement, third party names, logos, or trademarks in any way that may give the impression that that party is in any way connected with the Content or endorsed by TMG. Standard advertising or sponsorship that does not create a reasonable inference of authorisation, endorsement, association or control shall be permitted, providing that such advertising placed near the Content complies with the Advertising Content Guidelines;
- (9) only use the Content in compliance with applicable laws, rulings, practices and codes in the UK and in the Territory where the Content is being served, displayed or published;
- (10) not place any shared, user generated content or comments functionality next to the Content;
- (11) allow TMG reasonable access (at no cost to TMG) to all of its Publications that feature the Content (including any Subscriptions) so that TMG can ensure compliance with the terms of this Agreement;
- (12) ensure that the Licensee uses its best endeavours to protect the safety and security of the Content from unauthorised use, access, adaptation or modification or distribution;
- (13) ensure that it will promptly publish or broadcast any apologies, updates or retractions of any kind that TMG may reasonably request and in the form requested by TMG; and
- (14) if so demanded by TMG (whether by telephone, fax or email), expunge, remove, delete, withdraw or amend any part of the Content within 24 hours upon notification by TMG (including removing all cached files and archive copies);
- (15) insert No-Index meta-tags to the Content before publication on digital platforms so the Content does not show in internet search results for all URLs listed within Publications; and
- (16) encode or tag the Content with the correct 'source attribution' tag and give the Content a 'rel=canonical' reference to indicate the TMG's URL for the Content.

7.2 The Licensee acknowledges that Content created or taken at certain venues and events (examples are detailed further below in clause 7.3) is subject to certain restrictions and limitations. These restrictions are normally imposed on TMG by way of terms and conditions for access or accreditation by companies or governing bodies.

7.3 Without limiting the generality of clause 7.1, when using Content described in clause 7.2, Licensee must:

- (1) separately obtain permission from the body or company organising such event prior to any use. Where such permission requires the Licensee to,

SYNDICATION TERMS AND CONDITIONS

enter into an end user licence agreement with a third party the Licensee shall form such an agreement before making any use of the Content in question;

- (2) abide by any restrictions and limitations imposed by any applicable companies or bodies in relation to the use of that Content; and
- (3) not use Content in any way to suggest the endorsement by any third party of any person, company or product or any association therewith, or authorisation or control thereby.

Examples of events described in this clause 7.2 are as follows (this list is not exhaustive):

America's Cup
Australian Cricket Board
Australian Football League
Australian Rugby Union
BAFTA Awards Ceremony
English Football League (unless Licensee obtains license from Football DataCo Ltd)
English Premier League (unless Licensee obtains license from Football DataCo Ltd)
FIFA World Cup Finals
Formula One (excluding qualifying and testing)
Major League Baseball
National Basketball Association
National Football League
Olympic Games (summer and winter)
Rugby World Cup
Tennis Australia
The Wimbledon Championships
US Masters Golf
US PGA Tour
and

German Football League (DFL) } [Restrictions apply until 2 hours
German Football Federation (DFB)} after match]

[Note also: Restricted format: text only for both sets of football results, does not include video, and no stills may be extracted.]

7.4 Subject to TMG's prior written approval (which may be given or withheld and/or rendered subject to such conditions (including payment of any additional fee) as TMG may in its absolute discretion determine) the Licensee may use the Content or (solely and strictly for the purpose of indicating the origin of the Content) any trade mark, names, or logos of TMG in advertising or promotional materials or any other materials. If prior approval is not obtained, without prejudice to its other rights or remedies, TMG may levy an additional charge against the Licensee for the unapproved use of the Content.

SYNDICATION TERMS AND CONDITIONS

- 7.5 Promptly on request, the Licensee shall provide TMG with relevant circulation or audience figures that relate to the use of the Content. TMG will treat this information as confidential.
- 7.6 Archive Content (if being provided) is supplied on an “as is” basis and TMG makes no representations or warranties whatsoever in relation to any Archive Content, including clearances for libel or any other third party rights for such Archive Content nor in respect of the language of such content being that used during the relevant time period, and TMG shall have no liability towards the Licensee resulting from the Licensee’s use of any Archive Content whatsoever.

8. Payments

- 8.1 The conditions set out in this clause 8 apply to all forms of payment under this Agreement. Specific types of payment are set out in the Order Form and corresponding payment terms are set out in Schedule 2.
- 8.2 Unless otherwise specified, all amounts specified in the Order Form are exclusive of VAT, and any value added tax that may be payable by either party. Invoices will include value added tax at the relevant rate on the date of invoicing.
- 8.3 TMG will issue the Licensee with a VAT invoice for all payments as set out in the Order Form and the Licensee shall pay all amounts due under the invoice(s) in pounds sterling:
 - (1) within 30 days of the date of a VAT invoice if the Licensee is based in the United Kingdom; or
 - (2) within 60 days of the date of a VAT invoice if the Licensee is based anywhere other than the UK.
- 8.4 Payment shall mean the receipt by TMG at its principal place of business (or elsewhere as it may direct) of cash or a cheque of cleared funds or at its bank of moneys transferred electronically in cleared funds or through the clearing banks’ giro credit system in cleared funds. TMG reserves the right to recharge the Licensee any charges TMG incurs resulting from the Licensee’s chosen method of payment.
- 8.5 The Fee is to be paid without any set-off or counterclaim whatsoever and the Licensee will ensure that all relevant taxes and duties are paid to TMG or the relevant tax authority so as to ensure TMG at no point receives any less than the Fee.
- 8.6 For avoidance of doubt, all Fees are agreed on the basis of the Content provided and the Licence Specification described in the Order Form. Any use beyond the scope specified in the Order Form must be agreed in writing between the parties in advance and may be charged for additionally.
- 8.7 All overdue payments of the Fee (or any instalment thereof) and other monies payable under this Agreement shall bear interest at the rate of 4% above the base rate of the Royal Bank of Scotland plc (calculated monthly on a compound

SYNDICATION TERMS AND CONDITIONS

basis). Interest shall accrue on and from the day on which payment was due until the day when payment is actually made (both before and after any judgment) or until payment is accepted by TMG as the case may be.

- 8.8 TMG may change the basis of the calculation of the Fee on no less than 3 months' notice. If TMG exercises this right, the Licensee may terminate this agreement on the basis set out in "Notice period for termination" in the Order Form.
- 8.9 The Licensee shall maintain complete and accurate Records in accordance with generally accepted accounting principles consistently applied, of all amounts billed and/or received by it in respect of the Content.
- 8.10 If the Licensee terminates this Agreement in a manner other than is permitted by the terms of this Agreement, or if TMG terminates this Agreement due to a material breach of the Licensee, TMG shall be entitled (without prejudice to its other rights and remedies) to be paid 75% of the amount of Fee that would have been payable for the full Term (or Use) of the Agreement.

9. Records and Audit

- 9.1 If the Licensee's payment is based on Royalty Share, Pay Per Use, Pay per Click/Download/Subscriber or Advertising Revenue Share then the provisions of this clause 9 shall apply.
- 9.2 The Licensee shall maintain Records for the Term and for 2 full financial years thereafter (year end 31st December). **Records** means all records to be maintained by the Licensee in relation to all matters under this Agreement including all reports and accounts relating to all Net Revenue, Advertising Revenue, Revenue Targets, Fees and payments payable by or on behalf of the Licensee in connection with this Agreement; and
- 9.3 TMG has the right to audit the Records. TMG's right of audit is subject to the following conditions:
 - (1) TMG may audit the Records during the Term and for a period of 6 months after the expiration of the Term;
 - (2) The Audit may be undertaken by TMG itself or through its representatives or any person designated by TMG;
 - (3) TMG must first give to the Licensee reasonable prior written notice and the audit must take place during normal business hours.
 - (4) All information gained from such inspection will be kept in strict confidence and will be used solely for the purpose of verifying the accuracy of the payments of the Fee.
- 9.4 Should any such audit or inspection of the Records reveal that usage data has been inaccurately reported and/or TMG has been underpaid then the Licensee may be required to reimburse the amount of such underpayment to the TMG

SYNDICATION TERMS AND CONDITIONS

within 5 Business Days of the date of completion of the audit at the request of TMG. Licensee may be required to remove such data from the Licensee's system(s) where a licence has not been provided for the material taken.

9.5 In the event that the underpayment is more than 3% of the amount that should have been paid, the Licensee shall in addition reimburse the costs of the audit to TMG within 10 Business Days of a receipt of an invoice relating to the audit costs.

10. Intellectual Property

10.1 All rights in respect to the Content and TMG's trade marks that are not expressly granted in this Agreement are reserved by TMG.

10.2 The Licensee shall not:

- (1) at any time do any act or thing to in any way impair TMG's rights in or to the Content;
- (2) claim any title to (or goodwill arising from) the Content by virtue of this Agreement or through its use of the Content;
- (3) use any language or display the Content in such a way as to create the impression that it belongs to the Licensee.

10.3 The Licensee has no rights to use any trade names, trade or service marks (or any similar mark or name) used, owned by or associated with TMG save as is provided for in this Agreement or unless previously approved by TMG in writing.

10.4 The Licensee must inform TMG promptly if it learns of any infringement or threatened infringement of TMG's rights in or to the Content and will provide assistance to TMG (at TMG's expense) in connection with such issue.

10.5 The Licensee shall at its own expense at any time within 21 days of receipt from TMG of a request in writing execute any document (including an assignment of any goodwill arising from Licensee's use of the Content) and/or do any act or thing which may be necessary to protect TMG's rights pursuant to this agreement and/or TMG's rights in or to the Content.

11. Subscription and Sub-Licensing

11.1 If the Licensee offers a Subscription Service or Sub Licensees are listed in the Order Form, the Licensee shall only permit Sub Licensees and/or Subscribers to access and view the Content under the same terms of this Agreement and strictly not for further use or distribution.

11.2 Licensee agrees that Subscribers and/or Sub Licensees must be subject to terms and conditions that include restrictions on downloading the Images for any purpose other than personal use, and prohibit republication, retransmission, reproduction or other use of the Content.

SYNDICATION TERMS AND CONDITIONS

- 11.3 The Licensee shall be liable for any breach by a Sub Licensee or Subscriber of any provision of this Agreement relating to the rights granted to and/or obligations imposed on the Licensee.
- 11.4 The Licensee may offer Subscription Services for sale and be responsible for processing and fulfilling Subscriptions Services including orders, payments, Subscription Services management, refunds and related customer service.
- 11.5 The Licensee must ensure that Subscribers and/or Sub Licensees:
 - (1) will not permit others, to reproduce, distribute, display, sell, publish, broadcast, or circulate the Content to anyone, including, but not limited to, others in the same organisation or group;
 - (2) use individual items of Content or parts thereof only on an occasional and infrequent basis, (e.g. in internal reports and in reports to customers or in response to their enquiries), provided that such Content is attributed to TMG, and provided that such dissemination is limited and not intended as a substitute for paying for additional users;
 - (3) store items of Content for periods of no longer than one month from receipt and forthwith within 72 hours delete all Content upon receiving notice from TMG requiring such deletion;
 - (4) expunge, remove, delete, withdraw or amend any specified part of the Content within 24 hours upon notification by TMG (or Sub Licensee).

12. Indemnity and Liability

- 12.1 Unless otherwise set out in this Agreement, all terms, conditions, warranties, representations or undertakings expressed or implied by law in regards to the Content will be excluded to the fullest extent permitted by law.
- 12.2 Subject to clause 12.3, neither party shall be liable, whether in tort, contract or otherwise, for any loss of profit, opportunity, goodwill, anticipated saving, revenue and/or any other loss which is indirect, consequential or economic which was not reasonably foreseeable.
- 12.3 Nothing in these conditions shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of the relevant party or of its employees while acting in the course of their employment or shall exclude or restrict either party's rights, remedies or liability under the law governing these conditions in respect of any fraud.
- 12.4 Subject to clause 12.3, TMG's maximum aggregate liability for any loss or damage arising out of or in relation to any use of the Content whether in contract, tort or otherwise shall not exceed the total amount of the Fee paid by the Licensee and received by the TMG in cleared funds during one calendar year.
- 12.5 TMG does not warrant the suitability, accuracy, currency or good taste of the Content, nor that no claim will arise from the use of the Content by the Licensee in respect of blasphemy, obscenity, hatefulness, breach of third-party intellectual

SYNDICATION TERMS AND CONDITIONS

property rights (where used outside of the United Kingdom), inflammatory views, offensiveness to any political or religious belief.

12.6 The Licensee will indemnify and hold TMG harmless from and against all costs, claims, demands, liabilities, expenses, damages or losses (including without limitation all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with the Licensee's use of any Content otherwise than in accordance with the provisions of this Agreement and including any claims brought against TMG by any third party.

13. Termination

13.1 If the Licensee has selected "One Off Payment" in the Order Form, the cancellation provisions in Schedule 2 will apply.

13.2 Subject to clause 13.1, either party may terminate the agreement by serving on the other party a Termination Notice and such notice may be given at any time.

13.3 If there are Revenue Targets specified in the Order Form (Schedule 2), TMG may terminate this Agreement on one months' written notice and at any point during the Term if the Licensee does not meet those revenue targets.

13.4 A party (other than the Defaulting Party) may terminate this Agreement at any time by written notice to the other party if any of the following apply:

- (1) a party ("**Defaulting Party**") fails to carry out any provision of this Agreement, the failure is capable of remedy and the Defaulting Party does not remedy that failure within 7 days after written notice to the Defaulting Party requiring it to be remedied;
- (2) the Defaulting Party fails to carry out any material provision of this Agreement and the failure is not capable of remedy;
- (3) it becomes unlawful for the Defaulting Party to perform its obligations under this Agreement;
- (4) a petition is presented or a meeting convened for the purpose of considering a resolution for the making of an administration order, the winding up, bankruptcy or dissolution of the Defaulting Party or the Defaulting Party stops payment or ceases or threatens to cease to carry on its business or is or shall become unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- (5) the Defaulting Party compounds with or enters into a scheme of arrangement for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) or a receiver is appointed over the Defaulting Party or its assets or any part thereof or a resolution is passed for such appointment or an administration order is made in relation to the Defaulting Party.

SYNDICATION TERMS AND CONDITIONS

- 13.5 TMG may terminate this Agreement at any time by written notice to the Licensee if there is a change of control of the Licensee (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 13.6 If the Licensee fails to comply with clauses 5, 6, 7 and 8 of this Agreement, TMG may, upon giving written notice, immediately suspend delivery to the Licensee without penalty until such breach is remedied.
- 13.7 On termination of this Agreement each party retains its rights against the other parties in respect of any past breach, in addition to any other rights, powers or remedies provided by law.

14. Effects of Termination

- 14.1 On the effective date of termination:
 - (1) all rights and licences granted under this Agreement will cease immediately; and
 - (2) the Licensee must delete all Content that has been provided to it under this Agreement (including any copies (print or digital), or digital or cached versions of such Content) at its own cost (and ensure that the Sub Licensees and/or Subscribers also comply with this obligation. This clause does not oblige the Licensee to delete or destroy printed versions of any published editions of its Publications (as defined in the Order Form) which include or contain any Content properly licensed to Licensee during the Term of this Agreement, PROVIDED THAT the Licensee shall:
 - (a) only retain copies of such Content as part of its archive library of its printed Publications; and
 - (b) not otherwise use, distribute, publish or republish such Content for any purpose other than for internal reference; and
 - (3) the Licensee must pay (within 30 days) all outstanding amounts of the Fee that are due and payable to TMG.

15. General

- 15.1 Nothing in this Agreement is intended to create a partnership or joint venture of any kind between the parties or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability or the exercise of any right or power) without the express written authority of the other in addition to this Agreement.
- 15.2 The provisions of those clauses intended to have continuing effect shall continue in full force and effect following the termination or expiry of this Agreement.

SYNDICATION TERMS AND CONDITIONS

- 15.3 The terms and conditions set out herein apply to each order or contract for the publication of Content. If there is any conflict or inconsistency in the terms and conditions of this Agreement, the provisions contained in these terms and conditions shall prevail over those contained in the Order Form.
- 15.4 Neither party may assign or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the other party.
- 15.5 Calls to and from TMG may be recorded. TMG reserves the right to make searches and/or other enquiries about the Licensee using the services of credit reference agencies. The Licensee hereby acknowledges that such enquiries may be made and that agencies may well keep copies of the searches which will be shared with other businesses.
- 15.6 The failure of TMG to enforce any term of or right arising pursuant to this Agreement does not constitute a waiver of such term or right and shall in no way affect TMG's later right to enforce or exercise the term or right.
- 15.7 No person other than a party to this Agreement may enforce this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 15.8 Any modification of this Agreement shall be effective only if agreed in writing and signed by both parties and the intention to amend this Agreement is clearly expressed.
- 15.9 If any provision of this Agreement is determined to be illegal or unenforceable by any court of competent jurisdiction it shall be deemed to have been deleted without affecting the remaining provisions.
- 15.10 This Agreement may be executed in two or more counterparts each of which together shall form an original document, but all of which together shall constitute the same document. If any signed counterpart is delivered by facsimile or email transmission of a ".pdf" format such signed counterpart shall have the same force and effect as if the transmitted document signature page were signed by both the parties and it was the original document.
- 15.11 This Agreement shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

16. Bribery Act 2010

- 16.1 Each party shall discharge all of its obligations under this Agreement and shall otherwise conduct all of its activities relating to this Agreement in accordance with the Bribery Act 2010, as amended from time to time and any subordinate legislation, rules, guidance and notes issued thereunder ("Bribery Act"). The Licensee must ensure that the Licensee observes and complies with the provisions of this clause and the Bribery Act.
- 16.2 Without prejudice to the generality of clause 16.1, no party shall (whether by act or omission) commit any breach of the Bribery Act in connection with its activities

SYNDICATION TERMS AND CONDITIONS

relating to this Agreement nor request that the other party(ies) (whether by act or omission) commits any breach of the Bribery Act (including, the payment of facilitation payments in order to secure customs clearance for deliveries).

- 16.3 Each party shall have and shall maintain in place throughout the Term adequate procedures under the Bribery Act, to ensure compliance with the Bribery Act, and will enforce them where appropriate.
- 16.4 Any breach by a party of this clause 16 shall constitute a material breach by that party of this Agreement which is not capable of remedy and in such circumstances, the other party shall be entitled at its discretion (subject to clause 16.5 to immediately terminate this Agreement (together with any or all other agreements from time to time in force between the parties) by service of written notice on the party in breach.
- 16.5 When exercising any right of termination available under clause 16.4, the applicable party shall act in a reasonable and proportionate manner having regard to matters such as the gravity of the breach in question; the identity of the person responsible for that breach; and whether in the circumstances, action other than termination of this Agreement would be appropriate.

SYNDICATION TERMS AND CONDITIONS

Schedule 1 Definitions and Interpretation

Advertisement	advertisements for products and services published alongside or connected with the Content, and includes text, graphics, layout, logos, audio or visual material, static and dynamic images, straplines, banner advertisements, hypertext, links, microsites, click through advertising and delivered via whatever delivery mechanism, whether now known or invented in the future.
Advertising Content Guidelines	the guidelines set out in Schedule 3 of these terms and conditions.
Advertising Revenue	any monies received by the Licensee for the sale of any Advertisement less the Deductions.
Agreement	the Order Form and these terms and conditions.
Approved Writers List	the individuals on the list set out in Exhibit B of the Order Form (as updated from time to time by TMG).
Authorised User	an individual or person who has been authorised by the Licensee to access the Content and who are directly responsible for the creation and production of the Publications.
Content	the content to be licensed as described under Content Type or Content Description (Ad-hoc) in the Order Form. Such material shall include the TMG headlines of any of the Content provided, but shall exclude all and any content that is not attributable to the individuals on the Approved Writers List.
Content Hub	an electronic hub which holds access to Content via Pull Delivery.
Deductions	the deductions to be made from revenue received by the Licensee as set out in the Order Form.
Derivative Works	works that extract or modify, summarise or highlight the Content (including headlines or short excerpts) or modify the Content solely for formatting purposes where there is reduced space available compared with the layout of the original published Content.
Fee(s)	all and any amounts to be paid to TMG in respect of the rights granted to the Licensee and more particularly described in the Order Form.
Intellectual Property Rights	any and all intellectual property rights of whatever nature and in whatever form including inventions, patents, trade marks, registered designs, pending applications for any of the foregoing, trade and business names, brand names, unregistered trade marks, unregistered designs and rights in designs, copyrights, database rights, moral rights, performers rights, know-how, trade secrets and all other similar or equivalent industrial, intellectual or commercial rights or property subsisting under the laws of each and every jurisdiction throughout the world whether registered or not, and whether vested, contingent or future, and all reversions, renewals and extensions of any of the foregoing, and all rights under licences, consents, orders, statutes or otherwise in relation

SYNDICATION TERMS AND CONDITIONS

	to any of the foregoing.
Licensee	the person or company described in "Licensee's Company Name" in the Order Form.
Minimum Fee Guarantee	the amount due to TMG set out in "Commercial Terms" in the Order Form which is payable at the frequency set out in the Order Form.
Net Revenue	any monies received by the Licensee for any Uses of the Content less the Deductions.
Notice Period	the amount of time required to give notice under clause 13.2 as set out in the Order Form.
Order Form	the order form that lists the details of the Content to be licensed under these terms and conditions.
Passcode	One or more passwords or alphanumeric codes required to access the TMG Content online.
Pull Delivery	where delivery is by authorised users accessing the Content Hub or downloading Content for use directly from www.telegraph.co.uk .
Records	This is defined in clause 9 (Records and Audit)
Revenue Targets	the revenue targets listed in Schedule 2.
Sub Licensee	the listed approved sub licensees in the Order Form (this description can be generic, e.g. users of Licensee's website).
Subscribers	subscribers to a Subscription Service.
Subscription Service	a service offered by a Licensee whereby the Content is made available via the Publication(s) in the Media on a subscription basis e.g. the Licensee makes the Content available to third parties on a monthly basis in return for a fee.
Term	Where specified in the Order Form as: (1) a particular period of time, such period; or (2) a specified number of uses, such number.
Termination Notice	This is a written notice of termination given for a period not less than the period set out in the Order Form.
TMG	Telegraph Media Group Limited.
Unique Access Key	One or more alphanumeric codes required to access the TMG Content online via The Telegraph Content API
Use	the permitted amount of uses within the Publication, as set out in the Order Form.
Working Days	means those days in the UK Monday to Friday that are not a bank or other public holiday.

Where a term used in this Agreement appears in bold type in the Order Form, that term has the meaning shown opposite it in the Order Form.

SYNDICATION TERMS AND CONDITIONS

Reference to:

- (1) one gender includes the other;
- (2) the singular includes the plural and the plural includes the singular;
- (3) a "**person**" includes any individual, firm, Licensee, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body of two or more of the foregoing (whether or not having separate legal personality and wherever incorporated or established);
- (4) a party includes the party's executors, administrators, successors and permitted assigns;
- (5) money is to British Pounds Sterling, unless otherwise stated; and
- (6) any thing includes the whole and each part of it separately.

"Including" and similar expressions are not words of limitation.

Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

Headings are for convenience only and do not form part of this Agreement or affect its interpretation.

A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.

SYNDICATION TERMS AND CONDITIONS

Schedule 2 Payment Terms

1. Set fees (Option 1)

The Licensee shall pay the set fee as set out in the order form as invoiced in accordance with clause 8 of the terms and conditions.

2. Royalty Share Payment Terms (Option 2)

2.1 Royalty Share and Reports

- (1) Within 60 days after the end of each month during the Term, the Licensee shall deliver to TMG a report showing Net Revenue generated for the applicable Content during the trading period to which the report relates to and (as applicable) the amount of Net Revenue due to TMG and number of Uses.
- (2) Upon receipt of the above report, TMG will issue an invoice for the amount due to TMG for the period set out in the Order Form.

2.2 Advance Payment

- (1) Where the Licensee has paid an Advance Payment, once the Net Revenue reaches an amount equal to the Advance Payment ("Threshold Amount"), the Licensee will pay the percentage of Net Revenue as set out in the Order Form.
- (2) For clarity, where there is no Advance Payment payable, the Threshold Amount is equal to zero.

2.3 Minimum Fee Guarantee

- (1) Where a Minimum Fee Guarantee is payable, at the end of each year (calculated from the commencement of the Licence), TMG will reconcile all amounts received by TMG against the Minimum Fee Guarantee and the parties shall make appropriate adjustments, where necessary.
- (2) Where TMG's share of the Net Revenue falls short of the Minimum Guarantee Amount, TMG shall issue to the Licensee an invoice for an amount equal to the difference.

3. One Off Payment Terms (Option 3)

- 3.1 Where the Order Form specifies that the Licensee shall make a One Off Payment to TMG (Pay per term or pay per use), the Licensee shall make that payment accordingly.
- 3.2 Provided that the Licensee (and all its Sub Licensees) has not used and will not use the Content and has returned or deleted all copies thereof, if the Licensee

SYNDICATION TERMS AND CONDITIONS

cancels the Agreement in writing within 15 days of the “Date of the Order Form”, TMG will issue a credit note for the full amount of the invoice.

- 3.3 Provided that the Licensee (and all its Sub Licensees) has not used and will not use the Content and has returned or deleted all copies thereof, if the Licensee cancels the Agreement between 16 - 30 days of the “Date of the Order Form”, TMG will issue a credit note for 50% of the full amount of the invoice.
- 3.4 If the Licensee cancels the Agreement after 30 days of the “Date of the Order Form”, no credit note will be issued irrespective of whether or not the Licensee has used the Content.

4. Pay per Click/Pay per download/Pay per Subscription (Option 4)

4.1 Reports and Tracking

- (1) Within 60 days after the end of each month during the Term, the Licensee shall deliver to TMG a report showing the number of clicks, downloads and/or Subscriptions for the applicable Content during the trading period to which the report relates to and (as applicable) the amount payable to TMG.
- (2) Upon receipt of the above report, TMG will issue an invoice for the amount due to TMG for the period set out in the Order Form.
- (3) The Licensee will provide to TMG any and all information it requires regarding the details of how the clicks and/or downloads are reported.
- (4) TMG has the right to verify and reconcile the reports from the Licensee.

4.2 Advance Payment

- (1) Where the Licensee has paid an Advance Payment, once the Pay per Click/Download Fees reaches an amount equal to the Advance Payment (“**Threshold Amount**”), the Licensee will pay to TMG the amount set out in the Order Form.
- (2) For clarity, where there is no Advance Payment payable, the Threshold Amount is equal to zero.

4.3 Minimum Fee Guarantee

- (1) Where a Minimum Fee Guarantee is payable, at the end of each year (calculated from the commencement of the Licence), TMG will reconcile all amounts received by TMG against the Minimum Fee Guarantee and the parties shall make appropriate adjustments, where necessary.
- (2) Where TMG’s share of the Net Revenue falls short of the Minimum Guarantee Amount, TMG shall issue to the Licensee an invoice for an amount equal to the difference.

SYNDICATION TERMS AND CONDITIONS

5. Advertising Revenue Sharing Payment Terms (Option 5)

5.1 Advertising Share and Reports

- (1) Within 60 days after the end of each month during the Term, the Licensee shall deliver to TMG a report showing advertising revenue generated in relation to the applicable Content during the trading period to which the report relates to and (as applicable) the amount of Net Revenue due to TMG and the amount of Uses;
- (2) Upon receipt of the above report, TMG will issue an invoice for the amount due to TMG for the period set out in the Order Form.

5.2 Advance Payment

- (1) Where the Licensee has paid an Advance Payment, once TMG's share of the Advertising Revenue reaches an amount equal to the Advance Payment ("Threshold Amount"), the Licensee will pay TMG's share of the Advertising Revenue as set out in the Order Form.
- (2) For clarity, where there is no Advance Payment payable, the Threshold Amount is equal to zero.

5.3 Minimum Fee Guarantee

- (1) Where a Minimum Fee Guarantee is payable, at the end of each year (calculated from the commencement of the Licence), TMG will reconcile all amounts received by TMG against the Minimum Fee Guarantee and the parties shall make appropriate adjustments, where necessary.
- (2) Where TMG's share of the Advertising Revenue falls short of the Minimum Guarantee Amount, TMG shall issue to the Licensee an invoice for an amount equal to the difference.

6. Verification of Reports

- 6.1 TMG may dispute any report by giving to the Licensee within 10 Working Days of the date of receipt a written notice setting out in detail the area(s) disputed.
- 6.2 The parties will review the complaint within 10 Working Days of the complaint being notified.
- 6.3 If a party finds a manifest error which is substantiated the Licensee will correct and reissue the report which was in dispute. TMG, in its sole discretion, may either i) correct any issued invoice which was based upon the incorrect report and reissue if necessary, or ii) require immediate take down of the unlicensed Content, and also may iii) use contractual remedies.

SYNDICATION TERMS AND CONDITIONS

Schedule 3

Advertising Content Guidelines

Advertising Content must:

- Be accurate, clear and conspicuous and all claims must be capable of being substantiated.
- Be genuinely held (where it states opinions).
- Comply with applicable law, rulings, practices and codes (including advertising codes and practices) in the UK and in the territory where the content is being served, displayed or published.

Advertising Content must not:

- Contain any material which is defamatory or libellous of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right, trade mark or other intellectual property right of any other person.
- Be likely to deceive or mislead any person
- include or entail aggressive commercial practices or actions that contravene the requirements of consumer protection laws.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.

SYNDICATION TERMS AND CONDITIONS

- Assert or imply that a relationship exists of sponsorship, association, accreditation, endorsement, commercial or contractual connection, or partnership where it does not.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- Contain any names or pictorial representation of any living person by which that person may be identified without that person's consent.
- Advertise or promote or refer to investment opportunities, gambling or gaming, health or medicinal products, drugs, alcohol or tobacco, firearms, military recruitment, political candidates and such other topics as TMG may block from time to time except with the specific prior written consent of TMG (which the TMG may give or withhold in its absolute discretion).
- Advertise or promote any of TMG's competitors and other newspapers or news websites, including:

Independent News & Media
News International
Trinity Mirror Group
Daily Mail (Trust) Group
The Express Group
Guardian Media Group
Financial Times Group
any UK national newspaper
any London newspaper